



City of Milpitas  
**NOTICE**  
**INVITATION FOR BIDS**  
Bid No. 3397A

**Television Studio Equipment**

Notice is hereby given that sealed bids will be received at the Information Counter located on the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, CA 95035-5411, until September 6, 2006 by 2:00 PM local time, at which time they will be publicly opened and read for Alternative # 1 furnishing all labor, materials and equipment, and performing all work necessary and incidental to a fully operational television studio or Alternative # 2 to furnish and deliver all equipment only. Those vendors choosing to bid Alternative # 2 are to comply with sections Instructions to Bidders, Terms and Conditions and Special Provisions for Materials & Equipment.

Those vendors choosing to bid Alternative # 1 shall comply with this bid in its entirety.

Bids shall be delivered and addressed to the City of Milpitas Purchasing Agent, 455 E. Calaveras Blvd., Milpitas, CA, 95035-5411, and shall be labeled Television Studio Equipment, Bid No. 3397A, due September 6, 2006 by 2:00 PM. Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received at the Information Counter by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened.

It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the City before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The receiving time at the Information Counter will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Specifications. Specifications may be examined and obtained at no charge at the Purchasing Office, or by calling 408-586-3160.

Pre-Bid Conference. A pre-bid conference is not planned. Please refer to "View Job Site" in section Special Provisions for Service.

Performance Bond.

Upon execution of the contract, the Successful Bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

Substitution of Securities. The Contractor shall be permitted to substitute securities for any monies withheld by the City of Milpitas to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Section 22300.

## **SCOPE OF WORK**

The City seeks to purchase and install the equipment necessary for a fully operational Public Access Studio in an existing storage room at the Milpitas City Hall located at 455 E. Calaveras Blvd., Milpitas, CA 95035.

The work shall include but is not limited to the following:

- Creation of a set of specifications/instructions on the method, location, connectivity and operation of the equipment specified in Attachment A – Equipment Cost subject to approval by the City prior to commencement of equipment installation.
- The owner has established the basic design of the equipment required for a fully operational Public Access Studio. The contractor will evaluate the design and advise the City of any deficiencies, errors, omissions or false assumptions related to the equipment prior to the actual ordering of the equipment specified on Attachment A – Equipment Cost.
- Order the equipment specified on Attachment A – Equipment Cost or the revised Equipment list in accordance with the item listed above.
- Delivery of equipment including layout, install, furnish all labor, materials, apparatus, transportation, and any and all special services as required for the installation of the Public Access Studio equipment.
- Conduct testing of all installed components to illustrate operation and proven functionality. The results of the testing process are subject to approval by the City.
- Provide a set “as-built” drawing(s) of the new equipment installation.
- Provide a set of “schematic drawing(s)” of the equipment and wiring diagrams.
- Provide a set of user manuals / instruction manuals on the operation of the installed equipment.
- Contractor shall coordinate with Comcast and City staff for the installation of a cable from the Public Access Studio to the 2<sup>nd</sup> Floor AV Control Room outside of the City Council Chambers. This cable will be used to transmit signal back to the Comcast head-end from the Public Access Studio.
- Obtain any necessary permits, licenses or payment of fees required to complete the acquisition, installation and testing of the new Public Access Studio equipment
- Comply with all ordinances, codes and regulations of civil authorities, requirements from the Information Services Department having jurisdiction at the jobsite and related to the type of work specified under this Contract.
- Comply with all safety requirements and standards of the industry for all construction work, and comply with all manufacturers’ recommendations for product installation.

## **WORK BY OTHERS:**

The City may also employ other contractors, agents, or consultants to work in the area as well. The Contractor shall coordinate their work with the work of others to avoid conflict. In the event of any conflict the City shall decide who shall prevail at no additional compensation due the Contractor.

**PROJECT RESTRICTIONS:**

- A. The jobsite is inside a high security and heavily used City Hall that is accessible to the general public between 8:00a.m. and 5:00p.m.. All personnel working at the site will be required to physically sign in and out of the facility.
- B. Contractor shall supervise and coordinate all work and all subcontractors.
- C. Limited or restricted access to the facility may be implemented.
- D. Contractor vehicle parking shall be in the North West parking lot of City Hall.

**QUALITY ASSURANCE:**

- A. Contractor must have a minimum of five years of relevant experience in the installation of audiovisual equipment with a working knowledge of the operations of a television studio.
- B. Contractor shall ensure that all Electrical Equipment shall carry UL (or ETL) approval and comply with applicable standards of the National Electrical Code.
- C. Contractor shall ensure that all inspections, if required by Code or Ordinance occur during and upon completion of installation and are accepted by the appropriate official.
- D. Contractor shall bear in mind that the installation of the equipment in the Public Access Studio is being performed in a Public Building with residents and visitors conducting business throughout the day. Contractor shall use as much restraint as possible to ensure a quiet, safe environment during the course of the project.
- E. Contractor shall comply with all ordinances, codes and regulations of civil authorities having jurisdiction at the jobsite.

## INSTRUCTIONS TO BIDDER

**BID FORMS.** Bid (s) must be submitted on preprinted Bid Forms supplied by the Purchasing Office.

**BID OPENING AND BID RESULTS.** Bids are opened publicly in the Purchasing Office. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request.

**BID SUBMITTAL DEADLINE.** **The Bid Submittal Deadline is September 6, 2006.** Bid must be submitted in sealed envelopes and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive at the Information Counter located on the first floor of City Hall at 455 E. Calaveras Blvd., Milpitas, CA, 95035-5411, by September 6, 2006 by 2:00 PM, local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

**BID WITHDRAWAL.** Bidders' authorized representatives may withdraw bids only by written request received by the Purchasing Agent before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder(s) withdraw his bid.

**INFORMED BIDDERS.** Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

**LATE BIDS.** Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

**PRICES, NOTATIONS, AND MISTAKES.** All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

**PAYMENT TERMS.** Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form.

**QUESTIONS AND COMMENTS.** Questions and comments regarding this solicitation must be submitted in writing, either by mail to the Purchasing Agent at 455 E. Calaveras Blvd., Milpitas, CA, 95035-5411, or by facsimile at 408-586-3170. General questions may be directed to the Purchasing Office by calling 408-586-3160.

Site-specific and technical questions shall be addressed to Eliren Pasion, Public Information Specialist, (408) 586-2730.

**TERMS OF THE OFFER.** City of Milpitas' acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed to in writing by the City of Milpitas. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

## **TERMS AND CONDITIONS**

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The City of Milpitas may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the supplier/contractor. The City of Milpitas may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City of Milpitas and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Purchasing Agent.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City of Milpitas, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and City of Milpitas' written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Santa Clara, in state of California. The parties further stipulate that the county of Santa Clara, California is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the City of Milpitas enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The City of Milpitas reserves the right to reject any bids, all bids, or any part of a bid. The City of Milpitas reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City of Milpitas or any other governmental agency. The City of Milpitas expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of Milpitas.

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the City of Milpitas.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The City of Milpitas is exempt from Federal Excise Tax.

TAXES, SALES. California Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The City of Milpitas reserves the right to waive informalities or technicalities in bids.

## **SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT**

**AUTHORIZED DISTRIBUTOR.** Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

**BRAND NAMES.** Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

**BRAND SUBSTITUTIONS.** Bids will be considered on equipment or material complying substantially with specifications, provided each deviation is stated and each substitution is described in detail. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City of Milpitas will be the sole determiner of whether such substitutions are equivalent to the materials or equipment specified.

**COMPLIANCE WITH OSHA.** Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City of Milpitas harmless for any failure to so conform.

**DELIVERY HOURS.** Successful bidder shall provide own storage and staging area.

**DEMONSTRATION OF PRODUCT.** A demonstration of the item(s) offered may be required. If the demonstration cannot not to be performed at a City of Milpitas facility, the demonstration must be performed within a 60-mile radius of the Purchasing Office. Bidders shall indicate on their bid the location of the demonstration site. Bids for item(s) that do not perform to the City of Milpitas' satisfaction during the demonstration will be declared non-responsive and will not be considered for award of bid.

**F.O.B. POINT & SHIPPING CHARGES.** All prices shall be quoted F.O.B. destination, City of Milpitas, California. All shipping, handling and freight charges must be shown separately on the Bid Form.

**MANUFACTURER & MODEL NUMBER.** Bidder must state the manufacturer name and model number of each item proposed. Please refer to Attachment A to complete and transfer costs to Bid Form.

**NEW AND UNUSED.** Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

**SAMPLES.** For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on his bid the exact charge for samples. The City of Milpitas reserves the right to consume samples for testing purposes. The City of Milpitas may retain samples until delivery and acceptance of contracted items. Bidder shall remove samples at his expense within (30) days of request by the City of Milpitas.

TESTING. After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the contractor. When tests indicate the materials do not meet specifications, the City of Milpitas reserves the right to cancel the award and purchase the goods in the open market at the expense of the vendor.

WARRANTY, MANUFACTURER. Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than **one (1) year** from the date of final acceptance by the City of Milpitas. Time is of the essence of this contract. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City of Milpitas operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement will supersede the Successful Bidder Warranty requirement of this solicitation.

WARRANTY, SUCCESSFUL BIDDER. Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than **one (1) year** from date of the final acceptance by the City of Milpitas. Time is of the essence of this contract. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City of Milpitas operations.



## **SPECIAL PROVISIONS FOR SERVICES**

ACCESSIBILITY. The contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

AUTHORITY OF THE CITY OF MILPITAS. Subject to the power and authority of the City of Milpitas as provided by law in this contract, the City of Milpitas shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City of Milpitas shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BONDS - PERFORMANCE BOND. Successful Bidder shall furnish within *ten (10) consecutive calendar days* after written notice, a Performance Bond in an amount equal to one hundred percent (*100%*) of the total amount of the contract.

Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for *any* monies withheld by the City of Milpitas to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City of Milpitas property, the SUCCESSFUL BIDDER must have a current City of Milpitas Business License. Inquiries regarding Business License may be directed to the Finance Department at (408) 586-3100. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

CHANGES IN WORK. The City of Milpitas may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Milpitas may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City of Milpitas. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

CLEAN-UP. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City of Milpitas.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or

vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

CONTRACT INCORPORATION. This contract embodies the entire contract between the City of Milpitas and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

COOPERATION BETWEEN CONTRACTORS. The City of Milpitas reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the City of Milpitas from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the City of Milpitas' equipment or supplies through negligence of the contractor or his employee while working on the City of Milpitas' premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City of Milpitas any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

EXAMINATION OF SPECIFICATION AND SITE. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

INDEPENDENT CONTRACTOR. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Milpitas. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City of Milpitas.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish the City of Milpitas with the Certificates of Insurance proving coverage as specified in Attachment B and naming the City of Milpitas, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.

LIQUIDATED DAMAGES. Time is of the essence of this contract. Failure to start and complete all work specified within the time allowed shall constitute material breach of contract. The "time allowed" will be calculated *from the* date of the Notice to Proceed through the "Maximum Completion/Delivery Time" indicated by the Successful Bidder/Contractor on his Bid Form for the completion work or delivery of the goods specified. Failure of successful Bidder to complete the work or deliver the goods within the time allowed will result in damages, and for each consecutive day in excess, the contractor shall pay to the City of Milpitas the sum of **\$150** per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the contractor if such delay occurs.

MEASUREMENTS. It is the responsibility of the Bidder to make all measurements to determine his bid price. The City of Milpitas will not be responsible for determining the quantities of materials necessary to complete the work specified.

PERMITS. Unless otherwise specified herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract. Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City of Milpitas from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

**REJECTION OF WORK.** Contractor agrees that the City of Milpitas has the right to make all final determinations as to whether the work has been satisfactorily completed.

**UNKNOWN OBSTRUCTIONS.** Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City of Milpitas. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

**VIEW JOB SITE**

**View Job Site.** Prospective Bidders may view the job site by making an appointment with Eliren Pasion. Please call (408) 586-2730 to set up an appointment. To be eligible to bid Alternative # 1 Bidders must view the job site with a City of Milpitas representative before the Bid Submittal Deadline.

**BID FORM**  
**Television Studio Equipment**  
**3397A**

To: City of Milpitas  
455 E. Calaveras Blvd.  
Milpitas, CA, 95035-5411

From: \_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip

The undersigned Bidder agrees he will contract with the City of Milpitas to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid No. **3397A** Television Studio Equipment, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this contract.

- a. Notice of Invitation For Bids
- b. Detailed Specifications or Scope of Work
- c. Instructions To Bidder
- d. Terms and Conditions
- e. Special Provisions for Equipment & Material Furnished By Contractor
- f. Special Provisions For Services
- g. Addenda
- h. Non-Collusion Affidavit
- i. Bidder's Statement Regarding Insurance Coverage
- j. Worker's Compensation Insurance Certificate
- k. Proposed Equipment and Material Manufacturers
- l. Experience Statement
- m. Subcontractors List

**Bidder acknowledges receipt of Addenda Number(s) \_\_, \_\_, \_\_, and \_\_.**

The City of Milpitas reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

Alternative # 1 Fully Operational Studio

Equipment Cost –Attachment A \$ \_\_\_\_\_

Labor Cost \$ \_\_\_\_\_

Insurance and Bonding Cost \$ \_\_\_\_\_

Total Base Bid Alternative # 1 (Written in Figures) \$ \_\_\_\_\_

Total Base Bid Alternative # 1 (Written in Words)

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Alternative # 2 Equipment Cost Only

Equipment Cost- Attachment A \$ \_\_\_\_\_

Sales Tax (8.25 %) \$ \_\_\_\_\_

Freight \$ \_\_\_\_\_

Total Base Bid Alternative # 2 (Written in Figures) \$ \_\_\_\_\_

Total Base Bid Alternative # 2 (Written in Words) \$ \_\_\_\_\_

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Award of bid will be made to the lowest responsive and responsible bidder for the Total Base Bid for Alternative # 1 or to the lowest responsive and responsible bidder for the Total Base Bid for Alternative # 2.

Amount Written in Words. This bid will be awarded based upon the total amount bid **as written in words.** Where there is a discrepancy between words and figures, **WORDS WILL GOVERN.** Where there is a discrepancy between item unit price and extended total, **UNIT PRICE WILL GOVERN.**

Please check your calculations before submitting your bid; the City of Milpitas will not be responsible for Bidder miscalculation.

**Alternative # 1 Maximum Completion or Delivery Time:** \_\_\_\_\_ **Days from receipt of order** or notice to proceed.

**Alternative # 2 Maximum Completion or Delivery Time**\_\_\_\_\_ **Day from receipt of order.**

**Subcontractor Information.** Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

\_\_\_\_\_  
Company Name of Bidder

\_\_\_\_\_  
Mailing Address (PO Box or street)

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Business (Corp, Partnership, Sole Proprietorship)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

**Non-Collusion Affidavit  
To Be Completed and Submitted With Bid**

State of California  
County of Santa Clara ss.

\_\_\_\_\_(Bidder's Name), being first duly sworn, deposes and says that he or she is Owner of \_\_\_\_\_(Contractor/Business Name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed at (Place)

\_\_\_\_\_  
Bidder Name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title



## CONTRACT

Project: Television Studio Equipment

Bid No: 3397A

Amount of Contract: \$\_\_\_\_\_

THIS CONTRACT, made this (day of month) day of (month), (year), by and between the City of Milpitas, and (Name of Contractor), hereinafter referred to as "Contractor",

WITNESSETH:

A. WHEREAS, the City of Milpitas has caused specifications, drawings and other contract documents, hereinafter referred to as "Specifications", to be prepared for certain work on the referenced project; and

B. WHEREAS, said Specifications include:

- Part A – Legal and Procedural Documents
- Part B – Invitation For Bids
- Part C – Detailed Specifications or Scope of Work
- Part D – Instructions To Bidder
- Part E – Terms and Conditions
- Part F – Special Provisions for Equipment & Material Furnished By Contractor
- Part G – Special Provisions For Services
- Part K – Addenda
- Part L – Non-Collusion Affidavit
- Part O – Bidder's Statement Regarding Insurance Coverage
- Part P – Worker's Compensation Insurance Certificate
- Part R – Proposed Equipment and Material Manufacturers
- Part S – Experience Statement
- Part T – Subcontractors List

C. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and City of Milpitas hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

City of Milpitas,  
A Municipal Corporation

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

ATTEST:

By

\_\_\_\_\_  
Signature of City Clerk

\_\_\_\_\_  
Name & Title

Business Tax Compliance: Certificate No. \_\_\_\_\_

Approved As  
To Content:

\_\_\_\_\_  
Signature of City  
Purchasing Agent or Attorney

\_\_\_\_\_  
Name & Title

Approved As  
To Form:

\_\_\_\_\_  
Signature of City Attorney

\_\_\_\_\_  
Name & Title

Approved As  
To Insurance:

\_\_\_\_\_  
Signature of City Risk Manager

\_\_\_\_\_  
Name & Title

*(To be notarized)*

## Television Studio Equipment

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within that time specified in the bid enters into, executes and delivers to the City of Milpitas a contract in the form provided herewith, and if Principal within the time specified in the bid gives to the City of Milpitas the performance bond on the forms provided herewith, and evidence of required liability and worker's compensation insurance, then this obligation shall be void.

If, however, Principal shall fail or refuse to furnish, execute, and deliver to the City of Milpitas said performance bond, and evidence of required liability and worker's compensation insurance in the time stated in the bid, then Principal and Surety shall forfeit to the City of Milpitas the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and the City of Milpitas and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_  
Signature of Principal's Authorized Representative

\_\_\_\_\_  
Name and Title of Signer

*(Seal and signature of Notary Public)*

*(Attach notary acknowledgment of Surety)*

**BIDDER'S STATEMENT  
REGARDING INSURANCE COVERAGE  
To Be Submitted With Bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation For Bid No. 3397A, for Television Studio Equipment. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of Milpitas as Additional Insured for the work specified.

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Name of Bidder (Person, Firm, or Corporation)

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Signature of Bidder's Authorized Representative

---

Name & Title of Authorized Representative

---

Date of Signing

## WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

---

Name of Bidder (Person, Firm, or Corporation)

---

Signature of Bidder's Authorized Representative

---

Name & Title of Authorized Representative

---

Date of Signing

ATTEST:

By \_\_\_\_\_  
Signature

---

Title

## **PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_, hereinafter called Principal, and \_\_\_\_\_,  
(Contractor)  
hereinafter called Surety, are jointly and severally held and firmly bound unto the City of Milpitas, California in the penal sum of \_\_\_\_\_ Dollars  
(100% of amount bid in proposal) (\$\_\_\_\_\_) lawful money of the United States, for the payment whereof unto the City of Milpitas. Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the City of Milpitas has awarded to Principal a contract to:

### **Furnish and Install Television Studio Equipment**

WHEREAS, Principal is required under the terms of the contract to furnish a bond for the faithful performance of the contract,

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the contract, and any changes made as therein provided, and shall indemnify and save harmless the City of Milpitas, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the City of Milpitas such reasonable attorney's fees as shall be fixed by the court

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by the City of Milpitas, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the City of Milpitas from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder, shall continue so long as any obligation of Principal remains.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications and drawings accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the drawings and specifications.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and the City of Milpitas and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Contractor

Seal

By \_\_\_\_\_  
Signature

Seal

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Surety's Mailing Address

\_\_\_\_\_  
Surety's Mailing Address

\_\_\_\_\_  
Telephone Number

(Attach Notarized "Acknowledgement of Surety" and "Power of Attorney")

Approved As  
To Content:

\_\_\_\_\_  
Signature of City  
Purchasing Agent or Attorney

\_\_\_\_\_  
Name & Title

Approved As  
To Form:

\_\_\_\_\_  
Signature of City Attorney

\_\_\_\_\_  
Name & Title

**USE ATTACHMENT A TO PRICE ALL REQUIRED EQUIPMENT**

**PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS**

Bidder shall indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this bid will not imply approval by the City of Milpitas of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract except upon written approval of the City of Milpitas.

Bid No. 3397A

Bidder Name

Equipment or Materials	Manufacturer	Supplier

**PLEASE REFER TO ATTACHMENT A**



**EXPERIENCE STATEMENT  
To Be Submitted With Bid**

**List at least three references for work of a similar nature performed within the last three years.**

I hereby certify that I have performed the work listed below.

\_\_\_\_\_  
Signature of Bidder

<u>Description</u>	<u>Yr.</u>	<u>Amt.</u>	<u>Customer &amp;</u>	<u>Telephone</u>
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____
_____	_____	\$ _____	_____	(____) _____

## SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the City of Milpitas. Additional numbered pages outlining this portion of the bid may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, address, and item of work must be stated at the time of the bid.**

\_\_\_\_\_  
Bidder Name

<b>SUBCONTRACTORS LIST, Page 1</b> <i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
<b>LICENSE NO.</b> <b>CLASS:</b>	<b>EXPIRATION DATE:</b> <div style="text-align: center;">/ /</div>	<b>PHONE:</b> <div style="text-align: center;">( )</div>
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
<b>LICENSE NO.</b> <b>CLASS:</b>	<b>EXPIRATION DATE:</b> <div style="text-align: center;">/ /</div>	<b>PHONE:</b> <div style="text-align: center;">( )</div>